

**AGREEMENT FOR
LOCAL INTERCONNECTION**

between

Citizens Telecommunications Company of Illinois

and

GlobalEyes Telecommunications, Inc.

Dated: August 5, 2003

AGREEMENT FOR LOCAL INTERCONNECTION

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AGREEMENT FOR LOCAL INTERCONNECTION

This Agreement For Local Interconnection, together with any Attachments hereto, (collectively, the "Agreement") made this 4th day of August, 2003, is by and between Citizens Telecommunications Company of Illinois, an Illinois corporation, having its principal place of business at 180 South Clinton, Rochester, NY 14646 ("Citizens") and GlobalEyes Telecommunications, Inc., an Illinois corporation, having its principal place of business at 1206 Chestnut St., Murphysboro, IL., 62966 ("CLEC"). Citizens and CLEC may also be referred to herein singularly as a "Party" or collectively as "the Parties."

SECTION 1. RECITALS AND PRINCIPLES

Citizens is a telecommunications company authorized to provide telecommunications services in the State of Illinois, and

CLEC is a telecommunications company authorized by the Illinois Commerce Commission to provide local exchange telecommunications services in the State of Illinois; and

The Parties have in good faith negotiated, and agreed on local interconnection terms and conditions as set forth below; and

In consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLEC and Citizens hereby covenant and agree as follows:

SECTION 2. GENERAL DEFINITIONS

Except as otherwise specified herein, the following definitions will apply to all sections contained in this Agreement. Additional definitions that are specific to the matters covered in a particular section may appear in that section.

2.1. Access Services is a service that connects interexchange carriers to their customers located within a local access and transport area (LATA). An access service is used in originating and terminating interLATA telecommunications.

2.2. Access Service Request (ASR) means the industry standard forms and supporting documentation used for ordering access services. The ASR will be used to identify the specific trunking and facilities request for interconnection.

2.3. Act means the Communications Act of 1934 (47 U.S.C. Section 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the Federal Communications Commission ("FCC") or the Commission.

2.4. Automatic Number Identification (ANI) refers to the number transmitted through the network identifying the calling party.

2.5. Competitive Local Exchange Carrier (CLEC) means a telephone company certified by the Commission of Citizens' franchised area to provide local exchange service within Citizens' franchised area, and which has tariffs or price lists, as may be applicable, for its services approved by the applicable PSC.

2.6. CLLI Codes means Common Language Location Identifier Codes

2.7. Commission means the governing state regulatory commission, board or authority (PSC, PUC, etc.).

- 2.8. DS1 is a digital signal rate of 1.544 Megabits per second ("Mbps")
- 2.9. DS3 is a digital signal rate of 44.736 Mbps.
- 2.10. Exchange Message Interface (EMI) is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMI format is contained in ATIS/OBF-EMI-016, an Alliance or Telecommunications Industry Solutions (ATIS) document, which defines industry standards for exchange message records.
- 2.11. Internet Service Provider (ISP) Bound Traffic means traffic delivered by a Local Exchange Carrier to a provider of Internet Services and which, pursuant to applicable commission decisions, rules, and law, is appropriately rated as a local call and not subject to reciprocal compensation pursuant to Section 251(b)(5) of the Act.
- 2.12. Interconnection in this Agreement is as defined in the Act.
- 2.13. Local Exchange Routing Guide (LERG) is a Telcordia reference document used by CLECs to identify NPA-NXX routing and homing information as well as network element and equipment designations.
- 2.14. Local Exchange Service means the provision of telephone exchange traffic or exchange access, which originates and terminates within the local calling area boundary as established and defined by the applicable state commission.
- 2.15. Local Interconnection Guide (the "Guide") means the document provided to CLEC by Citizens, included by reference herein and made a part hereof, which outlines the process and procedures for ordering and maintaining CLEC Services. This document may be updated from time to time by Citizens. In cases of conflict between the Guide and this Agreement, the terms of this Agreement shall prevail.
- 2.16. Local Traffic means calls originated by one Party's End Users and terminated by the other Party's End Users within the Local Exchange Service area as defined above. Local Traffic must be actually originated by and actually terminated to parties physically located within the same local calling area. Local Traffic will be based by the originating and terminating NPA-NXX of each call.
- 2.17. Local Switched Access Service means an offering of facilities for the purpose of the origination or termination of traffic from or to local exchange service customers in a given area pursuant to a switched access tariff.
- 2.18. Meet-Point Billing (MPB) refers to a billing arrangement used when two telecommunications Carriers jointly provide a Switched Access Service over meet point trunks, with each Carrier receiving an appropriate share of the revenues. The access services will be billed using Switched Access rate structures, and the Carriers will decide whether a single bill or multiple bill will be sent.
- 2.19. Multiple Exchange Carrier Access Billing (MECAB) refers to the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by ATIS/OBF-MECAB-006, contains the recommended guidelines for the billing of an access service provided by two or more LECs (including a LEC and a CLEC), or by one LEC, in two or more states within a single LATA.
- 2.20. Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, refers to the document developed by the Ordering/Provisioning Committee under auspices of the Ordering and Billing Forum ("OBF"), which functions under the auspices

of the CLC of the ATIS. The MECOD document, published as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two or more LECs (including a LEC and a CLEC).

2.21. Network Interface Device (NID) is a device that connects the inside wire at the end user's customer premises to a telephone network.

2.22. Point of Interconnection (POI) means the physical location(s) at which the Parties' networks meet for the purpose of exchanging Local Traffic, Internet Service Provider Bound Traffic and EAS traffic.

2.23. Rating Point is the V&H coordinates associated with a particular telephone number for rating purposes.

2.24. Wire Center denotes a building or space within a building, which serves as an aggregation point on a given Carrier's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more central offices, used for the provision of basic exchange services and access services, are located. A wire center is the location of one or more local switching systems, a point at which end users' loops converge.

SECTION 3. DEPOSIT REQUIREMENTS

3.1 Citizens may, in order to safeguard its interest, require CLEC to make a deposit or letter of credit which is mutually agreed upon by both parties, (collectively referred to as a "deposit,") to be held by Citizens as a guarantee of the payment of rates and charges, unless satisfactory credit has already been established. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

3.2. In no event shall a requested deposit exceed two (2) months' estimated billing.

3.3. The fact that a deposit has been made in no way relieves CLEC from complying with Citizens' regulations as to advance payments and the prompt payment of bills on presentation nor, does it constitute a waiver or modification of the regular practices of Citizens providing for the discontinuance of service for non-payment of any sums due Citizens.

3.4. Citizens reserves the right to increase the deposit requirements when, in its reasonable judgment, a material change in conditions justifies such action; such conditions include but are not limited to: current deposit does not cover two (2) months billing, history of late payment, or reconnection after disconnection for non-payment.

3.5. In the event that CLEC defaults on its account, subject to the dispute resolution and default provisions of this Agreement, service to CLEC will be terminated and any deposits held will be applied to its account. If CLEC makes payment for services rendered under this Agreement for twelve (12) consecutive months in a timely manner, Citizens shall return the cash deposit to CLEC, with interest, and shall not request another deposit from CLEC except as may be permitted pursuant to this Section. If a letter of credit was provided for the deposit, this letter will also be returned to the CLEC but no interest will be paid on the amount stated in the letter.

3.6. In the case of a cash deposit, interest at the rate published in the local service tariff will be paid to CLEC during the continuance of the deposit. Interest on a deposit will accrue annually.

SECTION 4. COORDINATION OF TRANSFER OF SERVICE

4.1. Coordination of Transfer of Service. To serve the public interest of end users, the Parties agree that, when an end user transfers service from one Party to the other Party, it is necessary for the

Parties to coordinate the timing for disconnection from one Party and connection with the other Party so that transferring end users are not without service for any extended period of time. Other coordinated activities associated with transfer of service will be coordinated between the Parties to ensure quality services to the public.

4.2. Procedures for Coordinated Transfer of Service Activities. The Parties agree to establish mutually acceptable, reasonable, and efficient transfer of service procedures that utilize the industry standard LSR format for the exchange of necessary information for coordination of service transfers between the Parties. Each Party will designate a local representative for the purpose of exchanging requests for disconnect, service announcement initiation, and number portability activity between the Parties. Citizens' representatives are the Competitive Resource Administration Group (CRAG). The procedures will address the possibility of processing bulk transfer requests. Citizens may describe some of these procedures in its Local Interconnection Guide. Reference to Citizens' Local Interconnection Guide is for convenience of the Parties and is not intended to be a part of or to affect the meaning of this Attachment, including, but not limited to, provisions with respect to implementation of the cooperative coordination of transfer of service activities described in this Section. If any provision contained in this main body of the Attachment and Citizens' Local Interconnection Guide cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Attachment shall apply.

4.3. Coordinated Transfer of Service Activities. There will be no charges between the Parties or compensation provided by one Party to the other Party for the coordinated transfer of service activities between the hours of 8:00 a.m. and 5:30 p.m. Citizens may charge CLEC for the coordinated transfer of service activities scheduled outside of the specified hours at the tariffed hourly labor rates.

4.4. Letter of Authorization. Each Party is responsible for obtaining a Letter of Authorization (LOA) from each end user initiating transfer of service from one Party to the other Party. The Party obtaining the LOA from the end user will furnish it to the other Party upon request. The Party obtaining the LOA is required to maintain the original document, for a minimum of twenty-four (24) months from the date of signature. Such LOA may be a blanket LOA or other form agreed upon between Citizens and CLEC authorizing the release of such information to CLEC or, if state or federal law provides otherwise, in accordance with such law. Transmission of the LOA by facsimile is preferred in order to expedite order processing.

4.5. Transfer of Service Announcement. Where an end user changes service from one Party to the other Party and the end user does not retain his or her original telephone number, the Party formerly providing service to the end user will provide a transfer of service announcement on the vacated telephone number. This announcement will provide details regarding the new number that must be dialed to reach this end user. The service announcement will be provided by the Party formerly providing service for a minimum of four (4) months.

4.6. Disconnect and Transfer of Service Announcement Coordination for Service Transfers with Change of Number. Where an end user changes service from one Party to the other Party and the end user does not retain his or her original telephone number, the Party from which the end user is transferring will honor requests for disconnect and service announcement initiation from the Party to which the end user is transferring. The Party to which the end user is transferring service will provide to the other Party the end user's name, address, current telephone number, new telephone number, and date service should be transferred using the industry standard LSR format. The Party from which the end user is transferring will coordinate with the other Party the disconnect and service announcement initiation to coincide with the service transfer request date. The service announcement will be provided on the vacant number immediately upon disconnect coinciding with the service transfer date. The Parties agree that the installation date will precede the disconnection date.

4.7. Disconnect and Coordination of Number Portability for Service Transfers without Change of Number. Where an end user changes service from one Party to the other Party and the end user retains his or her original telephone number(s), the Party from which the end user is transferring will honor requests for disconnect and local number portability from the Party to which the end user is transferring.

The Party to which the end user is transferring will provide the other Party the end user's name, address, current telephone number, and the call forwarding number to which the telephone number should be forwarded (Interim Number Portability) or the Location Routing Number (LRN) for LNP, and date service should be transferred using the industry standard LSR format. With LNP, the Parties will coordinate the disconnect, connect, and number portability activities in accordance with the North American Numbering Council (NANC) flows.

4.8. Combined Transfer of Service Requests. Each Party will accept transfer of service requests from the other Party for one end user that includes combined requests for transfers where the end user will retain one or more telephone numbers and where the end user will not change one or more telephone numbers.

4.9. Bulk Requests for Transfer of Service. From time to time, either Party may benefit from the transfer of service for groups. The Parties agree to process bulk transfer of service requests for end users having the same billing account number.

4.10. Access to the Network Interface Device (NID). Each Party will allow the other Party access to the customer side of the NID consistent with FCC rules. The Party to which the end user is transferring service may move all inside wire from the other Party's existing NID to one provided by the Party to which the end user is transferring service. Where a NID is of the type which provides for customer access to one side of the NID, the Party to which the end user is transferring service may elect to remove the inside wire at the connection(s) within the customer side of the NID. Where a NID is of an older type not allowing access to the customer side of the NID, the Party to which the end user is transferring service must make a clean cut of the inside wire at the closest point to the NID.

4.11. Expedited Order Charge. Expedited order requests will be accepted, but will be assessed an expedited order charge. That charge is calculated by multiplying the total nonrecurring installation charge for the quantity ordered times the number of Business Days from the requested service date to the last date of the service date interval described in the Local Interconnection Guide, and dividing that figure by the total number of Business Days within the applicable service date interval. Further discussion and an example of the calculation of the expedited order charge is found in the Preorder Section, Due Date Guidelines, in the Local Interconnection Guide. Citizens will notify CLEC of additional expedite charges, including any additional charges for work efforts outside of normal scheduled business hours, prior to the start of any provisioning activities.

4.12. Service Date Modifications/ Customer Not Ready. CLEC may request a change in due date prior to the originally scheduled due date without additional charges if the new service date is requested during normal business hours and no additional or alternate workforce is needed to complete the modification. Alternate workforce is required when an increase in the complexity of the service order results in a higher per hour rate. If the new service date is changed to an earlier date, than expedited order charges will apply. If the request for modification to the service date occurs within four (4) hours of the scheduled due date, CLEC may be subject to charges for work and labor-related expenses already completed. If the due date change is requested due to a class of service change, additional and/or alternate workforce may be required and associated charges will apply. These charges will apply on a per occurrence basis.

SECTION 5. AUDIT

Either Party may, upon written notice to the other Party, conduct an audit, during normal business hours, only on the source data/documents as may contain information bearing upon the services being provided under the terms and conditions of this Agreement. An audit may be conducted no more frequently than once per 12 month period, and only to verify the other Party's compliance with provisions of this Agreement. The notice requesting an audit must identify the date upon which it is requested to commence, the estimated duration, the materials to be reviewed, and the number of individuals who will be performing the audit. Each audit will be conducted expeditiously. Any audit is to be performed as follows: (i) following at least 45 days' prior written notice to the audited Party; (ii) subject to the reasonable

scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations. Information obtained pursuant to this section shall be considered Proprietary Information subject to Section 25 of this Agreement.

SECTION 6. CHARGES AND PAYMENTS

6.1. In consideration of the services provided by the Parties under this Agreement, the Parties shall pay the charges set forth in this Agreement and in applicable tariffs. Invoices with charges set forth in this Agreement and in applicable tariffs shall be sent to:

To Carrier:
GlobalEyes Telecommunications, Inc.
1206 Chestnut St.
Murphysboro, IL 62966
Tel: 618-434-1000

To Frontier/Citizens:
Frontier, A Citizens Communications Company
Attention: Access Verification
14500 Burnhaven Dr. Suite 193
Burnsville, MN 55306

6.2. A monthly billing statement with a consistent, regular bill date shall be prepared by both Parties and will reflect the calculation of (i) reciprocal compensation due each Party and (ii) transit service compensation due Frontier/Citizens, and (iii) any other tariffed or contracted service due each Party. All bills dated as set forth above will be due thirty (30) days after the bill date or by the next bill date (i.e., the same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due on the last business day preceding the Saturday, Sunday or Legal Holiday. If such bills are not received at least twenty (20) days prior to the payment due date, then the bill(s) shall be considered delayed. When a bill has been delayed, the due date will be extended by the number of days the bill was delayed, upon request of the receiving Party.

6.2.1. Parties will compensate each other on verifiable records of actual usage.

6.3. Billing: The Parties agree that disputed and undisputed amounts due under this Agreement shall be handled as follows:

6.3.1. If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the Billed Party) shall within thirty (30) days of its receipt of the invoice containing such a disputed amount give written notice to the Billing Party of the amount it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Billed Party shall pay when due all undisputed amounts to the Billing Party, and shall include a copy of the dispute with the payment of the undisputed amount.

6.3.2. In the event that a billing dispute is resolved in favor of the Billed Party, any payment of the disputed amount withheld pending settlement of the dispute shall not be subject to the late payment penalty.

6.3.3. In the event that a billing dispute is resolved in favor of the Billing Party, any payments withheld pending settlement of the dispute will be subject to the late payment penalty set forth in 6.3.4 following.

6.3.4. Undisputed amounts shall be paid when due as set forth in Section 6.2 above. If any portion of the payment is received by the Billing Party in funds that are not immediately available to the Billing Party, a late payment penalty shall be due to the Billing Party. The late payment penalty shall be 1.5% per month or 18% annually, or the maximum allowed by law, whichever is less.

6.4. Both Parties shall use the Dispute Resolution Procedures as described in Section 7 to resolve billing disputes.

6.5. In consideration of the services provided under this Agreement, the Parties shall pay the charges set forth in this Agreement and applicable tariffs. Any service provided that is not identified in the Agreement will be governed by applicable tariffs.

SECTION 7. ESCALATION DISPUTE RESOLUTION AND MEDIATION

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be resolved by both Parties according to the procedures set forth below.

7.1. The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach. During the impending dispute, the Parties will continue to perform their obligations under this Agreement.

7.2. The Parties agree that in the event of a default or any other dispute arising hereunder or in connection herewith, the aggrieved Party shall first discuss the default or dispute with the other Party and seek resolution prior to taking any action before any court or regulator or before authorizing any public statement about or disclosure of the nature of the dispute to any third party pursuant to Section 7.1. Such conferences shall if necessary, be escalated to the vice presidential level for each Party. In the event that the Parties are unable to resolve a default or other dispute, the Parties shall then submit the matter to the Commission for non-binding mediation. If mediation by the Commission is unsuccessful or if the Commission refuses to address the matter in a non-binding mediation format, recourse may be had by either Party to the Commission, if it has jurisdiction over the breach or dispute or to an appropriate court having jurisdiction over the Parties. Each Party shall bear the cost of preparing and presenting its case through all phases of the dispute resolution procedure herein described. Notwithstanding the foregoing, Citizens may proceed with any applicable notification, disconnection or other regulatory processes associated with terminating service for nonpayment of undisputed charges for services provided under this agreement.

7.3. Each Party will bear its own costs of these procedures. The Parties will equally split the fees of the arbitration and the arbitrator.

SECTION 8. FORCE MAJEURE

If the performance of the Agreement, or any obligation hereunder is prevented, restricted or interfered with by reason of any of the following:

8.1. Fire, explosion, flood, earthquake, hurricane, cyclone, tornado, storm, epidemic, breakdown of plant or power failure;

8.2. War, revolution, civil commotion, acts of public enemies, blockade or embargo;

8.3. Any law, order, proclamation, regulation, ordinance, demand or requirement of any government or any subdivision, authority, or representative of any such government;

8.4. Labor difficulties, such as strikes, picketing or boycotts;

8.6. Any other circumstance beyond the reasonable control of the Party affected; then the Party affected, upon giving prompt notice to the other Party, will be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference (and the other Party will likewise be excused from performance of its obligations on a performance so prevented, restricted or interfered with); provided that the Party so affected will use its best efforts to avoid or remove such causes of nonperformance and both Parties will proceed to perform with dispatch whenever such causes are removed or cease; and provided further that the Party so affected will treat the other Party with the same level of service it provides its own operations during the period in which performance is prevented, restricted, or interfered with.

SECTION 9. COMMISSION DECISION

This Agreement will at all times be subject to such review by the Commission or FCC as permitted by the Act. If any such review renders the Agreement inoperable or creates any ambiguity or requirement for further amendment to the Agreement, the Parties agree to negotiate in good faith to agree upon any necessary amendments to the Agreement.

SECTION 10. REGULATORY CHANGES

10.1 In the event that any final and nonappealable legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of either Party to perform any material terms of this Agreement, Level 3 or Citizens may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution and Mediation procedure set forth in Section 23.

10.2 Notwithstanding any change in law provisions to the contrary, including the previous paragraph, if the FCC or an applicable state regulatory commission has issued or subsequently issues an effective decision or establishes an effective rule regarding billing or imposing any limitation or prohibition on the use of "virtual NXXs," or similar network configurations, such action shall be deemed material to this Agreement. Once such a decision or rule is issued, either Party may request to renegotiate this Agreement with respect to the payment of compensation for virtual NXX traffic in accordance with the terms and conditions of that decision. Regardless of the time expended by the Parties to complete such renegotiations, the amendment shall be deemed effective immediately as of the effective date of the relevant decision or rule, such that a true-up of compensation may be required. In the event the parties can not successfully negotiate a resolution of this issue in 180 days after negotiations commence, the obligations of the parties under this agreement will be suspended until the parties negotiate an amend to the Agreement.

10.3 If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be affected thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

SECTION 11. REGULATORY APPROVAL

The Parties agree to jointly file this Agreement with the Commission and to fully cooperate with each other in obtaining Commission approval.

SECTION 12. DIRECTORY LISTINGS AND DISTRIBUTION SERVICES

12.1. CLEC agrees to provide to Citizens or its publisher, as specified by Citizens, all subscriber list information (including additions, changes and deletions) for its customers and those of any resellers of CLEC services, located within Citizens operating areas.

12.2. Citizens will include CLEC's End User primary listings in the appropriate sections of its telephone directories (residence and business listings) as well as in any electronic directories in which Citizens' own End Users are ordinarily included, and directory assistance databases. Listings of CLEC's End Users will be interfiled with listings of Citizens' Customers and the Customers of other LECs, in the local section of Citizens' directories.

12.3. CLEC will identify any of these subscribers that are "non-published" customers. CLEC will provide Citizens with the directory information for all its End Users in the format specified in the Citizens' Local Interconnection Guide. Subscriber list information will include customer name, address, telephone number, appropriate classified heading and all other pertinent data elements as requested by Citizens. CLEC will provide all subscriber listings at no charge to Citizens or its publisher.

12.4. CLEC's End Users' standard primary listing information in the telephone directories will be provided at no charge. CLEC will pay Citizens' tariffed charges for additional and foreign white page listings.

12.5. Both Parties will use their best efforts to ensure the accurate listing of CLEC's End User listings. Citizens will provide appropriate advance notice of the applicable directory close dates.

12.6. Citizens will accord CLEC directory listing information the same level of confidentiality with which Citizens accords its own directory listing information. CLEC grants Citizens full authority to provide CLEC subscriber listings, excluding non-published telephone numbers, to other directory publishers and releases Citizens and its publisher from any liability resulting from the provisioning of such listings. In exchange for Citizens providing this subscriber list service, Citizens will charge, bill, collect and retain any monies derived from the sale of CLEC listings to other directory publishers.

12.7. Citizens will distribute its telephone directories to CLEC's End Users in a manner similar to the way it provides those functions for its own end users.

12.8. CLEC will adhere to all practices, standards, and ethical requirements of Citizens with regard to listings, and, by providing Citizens with listing information, warrants to Citizens that CLEC has the right to place such listings on behalf of its End Users. CLEC agrees that it will undertake commercially practicable and reasonable steps to attempt to ensure that any business or person to be listed is authorized and has the right to provide the product or service offered, and to use any personal or corporate name, trade name, or language used in the listing. In addition, CLEC agrees to release, defend, hold harmless and indemnify Citizens from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Citizens' listing of the information provided by CLEC hereunder.

12.9. Citizens' liability to CLEC in the event of a Citizens' error in or omission of a listing will not exceed the amount of charges actually paid by CLEC for such listing. In addition, CLEC agrees to take, with respect to its own End Users, all reasonable steps to ensure that its' and Citizens' liability to CLEC's End Users in the event of a Citizens' error in or omission of a listing will be subject to the same limitations that Citizens' liability to its own End Users are subject to.

SECTION 13. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding and supersedes prior Agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party will be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

SECTION 14. TERM OF AGREEMENT

This Agreement will commence from the Effective Date for one (1) year. Thereafter, this Agreement shall automatically renew for successive one (1) year periods unless notice of termination is delivered at least ninety (90) days prior to expiration of any given one (1) year period. If such notice is provided, the Parties will negotiate in good faith for a successor agreement, and this Agreement shall continue in effect until such time as a successor is in place. If this Agreement continues beyond any one (1) year period pursuant to the preceding sentence, the terms of the new agreement shall be considered effective as of the expiration date of this Agreement.

SECTION 15. EFFECTIVE DATE

This Agreement will become effective upon execution by both parties.

SECTION 16. AMENDMENT OF AGREEMENT

The Parties may mutually agree to amend this Agreement in writing. Because it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives, the Parties agree to work cooperatively, promptly, and in good faith to negotiate and implement any such additions, changes, and/or corrections to this Attachment. Any amendment must be made in writing by an authorized representative.

SECTION 17. WAIVERS

Any failure by either Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement will not be deemed a waiver of any of the provisions of this Agreement, and each Party, notwithstanding such failure, will have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

SECTION 18. INDEPENDENT CONTRACTORS

Each Party agrees that it will perform its obligations hereunder as an independent contractor and not as the agent, employee, or servant of the other Party. Neither Party nor any personnel furnished by such Party will be deemed an employee or agent of the other Party nor be entitled to any benefits available under any plans for such other Party's employees. Each Party will at all times during the term of this Agreement retain full control of the employment, direction, compensation and discharge of all employees as is consistent with and necessary to preserve its independent contractor status. Each Party will be solely responsible for all matters relating to payment of its employees including compliance with social security taxes, withholding taxes, worker's compensation, disability and unemployment insurance, and all other regulations governing such matters.

SECTION 19. LIMITATION OF LIABILITY

NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOSS, COST, CLAIM, INJURY, LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, RELATING TO OR ARISING OUT OF ANY ORDINARY NEGLIGENT ACT OR OMISSION BY A PARTY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INCOME OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY AND WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AT THE TIME THIS AGREEMENT WAS EXECUTED.

SECTION 20. INDEMNITY

Each Party will indemnify and hold the other harmless from any liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by third parties for (a) personal injuries, including death, or (b) damage to tangible property resulting from the sole negligence and/or sole willful misconduct of that Party, its employees, or agents in the performance of this Agreement. Each Party will defend the other at the other's request against any such liability, claim, or demand. Each Party will notify the other promptly of written claims or demands against such Party of which the other Party is solely responsible hereunder.

SECTION 21. ASSIGNMENT

This Agreement may not be assigned to another party without written consent of the other Party, which consent will not be unreasonably withheld.

SECTION 22. CONTROLLING LAW

This Agreement was negotiated by the Parties in accordance with the terms of the Act and the rules and orders of the Federal Communications Commission and the State Commission. It will be interpreted solely in accordance with the terms of the Act and applicable federal and state law, and the Parties agree to comply with all terms and conditions of federal and state law applicable to the services and obligations set forth in this Agreement.

SECTION 23. SEVERABILITY

In the event that any one or more of the provisions contained herein, is, for any reason, held to be unenforceable in any respect under law or regulation, the remainder of this Agreement will not be affected thereby and will continue in full force and effect, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may terminate this Agreement.

SECTION 24. DEFAULT

If either Party believes the other is in breach of this Agreement or otherwise in violation of law, it will first give sixty (60) days notice of such breach or violation and an opportunity for the allegedly defaulting Party

to cure. Thereafter, the Parties will employ the dispute resolution and arbitration procedures set forth in this Agreement.

SECTION 25. CONFIDENTIALITY AND PUBLICITY

25.1. All proprietary or confidential information ("Proprietary Information") disclosed by either Party during the negotiations and the term of this Agreement will be protected by both Parties in accordance with the terms of this Section 25.

25.2. As used in this Agreement, the term "Proprietary Information" will mean oral, written, recorded, machine readable or other information provided in tangible form to one Party by the other Party regarding the above referenced subject matter and which is marked proprietary or confidential with the appropriate owner corporation name, e.g., "Citizens Proprietary," or in the case of oral information, is identified as such when disclosed or in writing within thirty (30) business days after such oral disclosure, with such writing setting forth the place, date and person(s) to whom oral disclosure was made.

25.3. Each Party agrees that it will not disclose any Proprietary Information of the other Party in whole or in part, including derivations, to any third party for a period of three (3) years from the date of disclosure unless the Parties agree to modify this Agreement to provide for a different nondisclosure period for specific materials. Neither Party will be liable for inadvertent or accidental disclosure of Proprietary Information of the other Party provided that:

25.3.1. each Party uses at least the same degree of care in safeguarding such Proprietary Information as it uses for its own proprietary information of like importance, and such degree of care will be reasonably calculated to prevent such inadvertent disclosure;

25.3.2. it limits access to such Proprietary Information to its employees and agents who are directly involved in the consideration of the Proprietary Information and informs its employees and agents who have access to such Proprietary Information of its duty not to disclose; and

25.3.3. upon discovery of any such inadvertent disclosure of Proprietary Information, it will endeavor to prevent any further inadvertent disclosure.

25.4. Information will not be deemed proprietary and the receiving Party will have no obligation with respect to any such information which:

25.4.1. is or becomes publicly known through no wrongful act, fault or negligence of the receiving Party; or

25.4.2. was known by the receiving Party or by any other affiliate or subsidiary of the receiving Party prior to disclosure, or is at any time developed by the receiving Party independently of any such disclosure; or

25.4.3. was disclosed to the receiving Party by a third party who was free of obligations of confidentiality to the disclosing Party; or

25.4.4. is disclosed or used by the receiving Party, not less than three (3) years following its initial disclosure or such other nondisclosure period as may be agreed in writing by the Parties; or

25.4.5. is approved for release by written authorization of the disclosing Party; or

25.4.6. is disclosed pursuant to a requirement or request of a governmental agency or disclosure is required by operation of law; or

25.4.7. is furnished to a third party by the disclosing Party without a similar restriction on the third party's rights.

25.5. Since either Party may choose not to use or announce any services, products or marketing techniques relating to these discussions or information gained or exchanged during the discussions, both Parties acknowledge that one is not responsible or liable for any business decisions made by the other in reliance upon any disclosures made during any meeting between the Parties or in reliance on any results of the discussions. The furnishing of Proprietary Information to one Party by the other Party will not obligate either Party to enter into any further Agreement or negotiation with the other.

25.6. Nothing contained in this Agreement will be construed as granting to one Party a license, either express or implied, under any patent, copyright, or trademark, now or hereafter owned, obtained, controlled, or which is or may be licensable by the other Party.

25.7. All publicity regarding this Agreement and its Attachments is subject to the Parties' prior written consent.

25.8. Unless otherwise agreed upon, neither Party will publish or use the other Party's name, language, pictures, or symbols from which the other Party's name may be reasonably inferred or implied in any advertising, promotion, or any other publicity matter relating directly or indirectly to this Agreement.

SECTION 26. NO RIGHTS TO THIRD PARTIES

This Agreement will not provide any third party, including, but not limited to any End User customer of CLEC, with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference to this Agreement.

SECTION 27. HEADINGS

The headings in this Agreement are for convenience and will not be construed to define or limit any of the terms herein or affect the meanings or interpretation of this Agreement.

SECTION 28. EXECUTION IN DUPLICATE

This Agreement may be executed in duplicate copies, and, upon said execution, will be treated as an executed document.

SECTION 29. NOTICES

Except as otherwise provided under this Agreement, any notices, demands, or requests made by either Party to the other Party hereunder will be in writing and will be deemed to have been duly given on the date received. If hand delivered, any such notice, demand, request, election or other communication will be deemed to have been received on the day received; if sent by first class mail, the day received; if sent by overnight courier, the day after delivery to the courier; and if sent by electronic facsimile and followed by an original sent via overnight or first class mail, the date of confirmation of the facsimile. All notices, demands, requests, elections, or other communications hereunder will be addressed as follows:

For CLEC:
GlobalEyes Telecommunications, Inc.
Attn: Mr. Andrew Aken
1206 Chestnut St.
Murphysboro, IL 62966
Tel: 618-434-1000

and to Citizens, addressed as follows:

Frontier, A Citizens Communications Company

GLOBAL EYES ICA

Agreement Number: 03-GLOBAL EYES-0803
AGREEMENT FOR LOCAL INTERCONNECTION

Attn: Director, Carrier Services
180 S. Clinton
Rochester, NY 14646

Tel: 716-777-7124
Fax: 716-777-1196

Any Invoices should be sent to:
Frontier, A Citizens Communications Company
Attn: Access Validation
14500 Burnhaven Drive
Suite 193
Burnsville, MN 55306

Each Party will inform the other in writing of any changes in the above addresses.

The Parties have caused this Local Interconnection Agreement to be executed on their behalf on the dates set forth below.

GLOBAL EYES TELECOMMUNICATIONS, INC. CITIZENS TELECOMMUNICATIONS COMPANY
OF ILLINOIS

By: 

Typed: Andrew Aken

Title: President

Date: 6 August 2003

By: 

Typed: Kim Czark

Title: Director Carrier Services

Date: 8/21/03